



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Bru Construction Co., Inc.  
File: B-228206  
Date: November 10, 1987

### DIGEST

A protest contending that a solicitation's provisions are ambiguous because they are not sufficiently specific is denied since all provisions to which the protester objects reasonably describe the work to be done and the mere presence of some risk does not render a solicitation improper. There is no requirement that specifications be so detailed that site visits become unnecessary.

### DECISION

Bru Construction Co., Inc., protests certain alleged ambiguities in invitation for bids (IFB) No. N62467-87-B-2133, issued by the Department of the Navy for interior painting of housing and quarters, Naval Complex, Pensacola, Florida. Specifically, Bru, the incumbent contractor, contends the IFB is ambiguous and inadequate in five areas, lacking sufficient information regarding the services to be performed to enable potential bidders to prepare their bids.

We deny the protest.

The solicitation was issued as a small business set-aside on July 25, 1987. The scope of work required the contractor to furnish all labor, tools, materials, equipment, transportation and supervision necessary to perform the interior painting services required. The IFB contained layout drawings indicating the location of the buildings to be serviced. The IFB urged the bidders to inspect the site to satisfy themselves as to all conditions that might affect the cost of contract performance.

Concerning Bru's five bases for protest, we initially point out that the contracting agency has the primary responsibility for determining its minimum needs and for drafting the specifications to reflect those needs. East Bay Auto Supply Inc., B-218437.2, June 24, 1985, 85-1 CPD ¶ 716. Thus, we will not question an agency's specifications unless there is a clear showing that they have no reasonable basis. CMI Corp., B-216164, May 20, 1985, 85-1 CPD ¶ 572. The

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specifications, however, must be sufficiently definite and free from ambiguity to permit competition on a common basis and an ambiguity exists if the specifications are subject to more than one reasonable interpretation. Toxicology Testing Service, Inc., B-219131.2, Oct. 28, 1985, 85-2 CPD ¶ 469. We have held that specifications, in conjunction with layout diagrams and the opportunity for on-site visits, afford prospective bidders an adequate basis on which to compete intelligently. Triple P. Services, Inc., B-224037.3, Apr. 3, 1986, 86-1 CPD ¶ 318. Moreover, there is no requirement that a specification be so detailed as to eliminate all performance uncertainties and risk. Hero, Inc., 63 Comp. Gen. 119 (1983), 83-2 CPD ¶ 687; Sunnybrook, Inc., B-225642, Apr. 10, 1987, 87-1 CPD ¶ 399. Where it is not practicable to draft exact specifications, the agency is not required to spend great sums of money in order to eliminate the need for site visits by prospective bidders. Triple P. Services, Inc., B-227037.3, supra. Our analysis of Bru's allegations follows.

Bid item 9 in the solicitation required the removal and replacement of "existing . . . woodwork or trim," as required. Bru contends that the term "woodwork" is ambiguous and is not defined by the solicitation; Bru also complains that the solicitation does not contain estimated quantities for such work. Bru alleges that the early construction of some of the housing units includes wood trim that is uncommon in today's building industry and should therefore be precisely defined. We find no merit to this argument because: (1) the estimated quantity of "woodwork" to be removed and replaced is specified in the bid schedule as a line item with a stated estimated quantity (1,000 linear feet); (2) section 06200 of the solicitation provides detailed standards for wood products to be used; (3) section 01011-2 provides that replacement work should match existing materials; and (4) the degree of "uncommon" woodwork could be reasonably ascertained by a site visit. In short, we think that the inclusion of an estimated quantity, the requirement that replacement work match existing materials, and the wood standards specified, more than adequately describe the work to be done, especially in conjunction with a site visit.

Next, the solicitation states that, at a maximum, 2 percent of the units to be painted would be occupied. Bru alleges that painting occupied units is so significantly different from painting empty units that this work should be a separately priced item in the bid schedule. We disagree. By providing the maximum percentage of units that would be occupied during painting, we think that the agency provided potential bidders with sufficient information to prepare their bids. It would, in our view, require only a simple

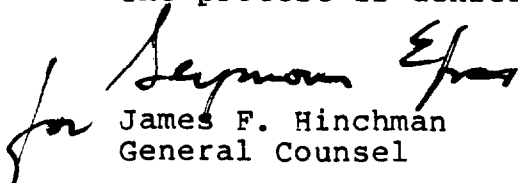
calculation by bidders to determine what extra labor and/or expenses would be involved in painting occupied units.

Bru also alleges that the solicitation does not specify whether the successful contractor is to use enamel or latex paint. We do not find the solicitation ambiguous on this point. We merely note that section 09910-1, paragraph 3.5, gives a detailed description of when to use enamel or latex paint for different surfaces, and also specifies paint systems, and final product requirements. We further find that a site visit would generally reveal the amount of enamel or latex paint required depending on the surfaces encountered. While computing prices based on such inspections might involve an element of risk, we have recognized that some risk is inherent in most types of contracts, and bidders are expected to allow for that risk in computing their bids. See Consolidated Maintenance Co., B-196184, Mar. 18, 1980, 80-1 CPD ¶ 210.

Additionally, paragraph 8.1 of section 01011-3 of the solicitation provides for the issuance of a minimum delivery work order. Bru contends that the specification is deficient, however, because it does not state the number of minimum orders that may be placed. We again find no merit to this contention. This is simply a solicitation for an indefinite quantity contract with estimated quantities for each type of work. The solicitation contains both a minimum ordering quantity and a maximum ordering quantity per job. The solicitation further states that the amount of work to be performed will be determined by the Officer in Charge of Construction, presumably on an "as needed" basis. While there may again be risks in bidding on such a basis, we think that bidders should again properly allow for that risk in preparing their bids.

Finally, Bru contends that the lack of a separate line item to fill nailholes in trim around new flooring makes the solicitation defective. Based on this record, we find this to be an insignificant matter which is properly encompassed by the painting specifications which clearly state that all trim is to be prepared before painting.

The protest is denied.

  
James F. Hinchman  
General Counsel